IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

APPEAL NO.88 OF 2007
IN
NOTICE OF MOTION NO.29 OF 2007
IN
SUIT NO.31 OF 2007

WITH
NOTICE OF MOTION NO. OF 2007

United Forum of Central Bank Union & Ors. ..Appellants.
Vs.
Central Bank of India & Ors. ..Respondents.

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Shri C.U. Singh, Senior Advocate with Shri Bhavesh Parmar for the Appellant.

Shri J.P. Cama, Senior Advocate with Shri S.K. Talsania, Senior Advocate with Ms. Nandini Menon with Shri Mahesh Londhe i/b M/s. Sanjay Udeshi & Co. for Respondent No.1.

Ms. Manisha Vikhare for Respondent Nos.2 to 10.

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CORAM: **R. M. S. KHANDEPARKAR, &**
DR. D.Y. CHANDRACHUD, JJ.

9th February, 2007.

P.C. :

1. Heard. Admit. By consent taken up for final disposal.

2. Upon hearing the learned advocates for the parties and on perusal of the records, it is seen that by the impugned order the

Learned Single Judge has granted ad interim relief in Notice of Motion 29 of 2007 and a relief has been granted in terms of prayer clauses a(1) to (a) (12)with the rider that as per prayer clauses (a) (4) to (a) (8) the distance shall be 75 mtrs. instead of 200 mtrs.

3. Though various issues have been sought to be raised including the issue regarding absence of jurisdiction to entertain the suit in view of the provisions of law in the Industrial Disputes Act, 1947 read with Trade Union Act 1927, it is not necessary to deal with all these issues as the matter is before the Learned Single Judge and even the Notice of Motion taken out by the Respondent is yet to be finally disposed of by the Learned Single Judge. In the circumstances therefore, without expressing any opinion on those issues which are sought to be raised in the matter leaving all the issues open to be considered by the Learned Single Judge suffice it to modify the impugned order in the following manner :

i) As far as relief granted in terms of prayer clause (a)(4) is concerned, the same shall stand deleted;

ii)As far as relief in terms of prayer clause (a)(8) is concerned, the ad interim injunction shall be in the nature of restraint from holding any demonstrations and/or meetings and/or dharns and/or issuing various slogans within the distance of 10 ft. at the entry and exit gates of the compound wall of the Plaintiffs' premises and wherever there is no compound wall, the same distance shall be measured from the entry and exit gates of the premises.

iii) The restraint in terms of clause 9 shall be restricted to the area comprising premises of the Plaintiffs and the same should read as restraint from putting up any posters and/or banners and/or charts or slogans in any area within the Plaintiffs' premises, save and except the notice boards allotted to the unions.

With the above modification in the impugned order, the Appeal is disposed of with further request to the Learned Single Judge to expedite the hearing of Notice of Motion 29 of 2007 and to dispose of the same preferably within two months. Needless to say that the impugned order shall be enforcible within the territorial jurisdiction of the Court which has passed the order viz. The Municipal Corporation of Greater Mumbai. The order granted

should not be understood as granting certificate for illegal activities by any of the parties.

In view of the disposal of the Appeal, the draft Notice of Motion does not survive and stands disposed of.

(R. M. S. KHANDEPARKAR, J.)

(DR. D.Y. CHANDRACHUD, J.)